

U.S. DEPARTMENT OF ENERGY
INTERAGENCY AGREEMENT FACE PAGE

FUNDS-OUT INTERAGENCY AGREEMENT (IA)

Pursuant to

PUBLIC LAW 95-91, PUBLIC LAW 93-348
(ENERGY REORGANIZATION ACT OF 1974),
ECONOMY ACT OF 1932

2. TYPE OF ACTION:

☒ New Award ☐ Modification ☐ Extension ☐ Other

1. IDENTIFICATION

- a. DOE IA No.: DE-AI21-96MC33111
b. Other agency IA No.:
c. Modification No.:
d. Task order No.:

3. PROJECT TITLE/DESCRIPTION:

MASTER INTERAGENCY AGREEMENT: "ENGINEERING, CONSTRUCTION, AND TECHNICAL
SUPPORT SERVICES" ["Fast Track Initiative"]

4. AGREEMENT PERIOD (month, day, year)

From: 5/24/96 To: 5/24/01

5. FINANCIAL

a. Accounting and Appropriation Data:

b. Funding sources

DOE
Agency

Total Funding

c. Method of Payment:

☐ Advance ☒ Reimbursement ☐ Progress

d. Amount obligated this action: \$ 0

e. Invoices, if any, submit to:

Department of Energy
MORGANTOWN ENERGY TECHNOLOGY CENTER
P.O. BOX 880 (ACCOUNTS PAYABLE)
MORGANTOWN, WV 26507-0880

f. Voucher Form to be used:

Standard Form 1081

6. DOE PROGRAM OFFICER

Name:

Rodney A. Geisbrecht

Address:

Morgantown Energy Technology Center
P.O. Box 880
Morgantown, WV 26507-0880
Telephone Number: 304/285-4658

7. PERFORMING AGENCY

a. Name:

Dept. of the Army, Corps of Eng.

b. Address:

20 Massachusetts Avenue, N.W.
Washington, DC 20314-100

Attention:

Gloria Bell

c. Program Director

Name:

Rhea L. Cohen (CEMP-RO)

Address:

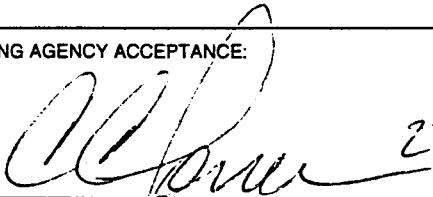
U.S. Army Corps of Eng., Rm. 2219
Pulaski Bldg., 20 Massachusetts Av.
N.W., Washington, DC 20314-1000
Telephone No.: 202/761-5446
7584

8. ISSUING AGENCY:

Department of Energy (DOE)

Morgantown Energy Technology Center
P.O. Box 880, Attn: Lisa A. Kuzniar
Morgantown, WV 26507-0880

9. PERFORMING AGENCY ACCEPTANCE:

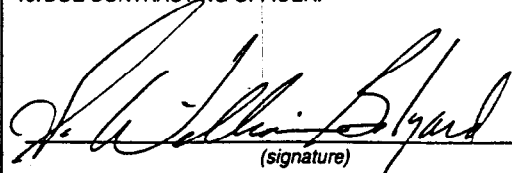

(signature) 27 June 96
(date)

Name (typewritten): C. Cary Jones

Title (typewritten): Ch., Envir Rest Div/MP

Telephone: 202-761-0579

10. DOE CONTRACTING OFFICER:


(signature) 5/24/96
(date)

Name (typewritten): G. William Bolyard

Title (typewritten): Contracting Officer

**MASTER INTERAGENCY AGREEMENT
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
MORGANTOWN ENERGY TECHNOLOGY CENTER
AND
THE UNITED STATES DEPARTMENT OF ARMY**

I. PURPOSE

This Master Interagency Agreement for "Engineering, Construction, and Technical Support Services," hereinafter designated "IA," constitutes an agreement on efforts of support to be conducted by the U.S. Department of the Army, Corps of Engineers, herein after designated as "DA" and the U.S. Department of Energy, Morgantown Energy Technology Center, hereinafter designated "DOE/METC" ("the Parties"). The DA will, to the extent agreed to by the parties, provide engineering, construction, and technical support to DOE/METC's program for demonstration of advanced environmental management technologies through its streamlined process entitled the "Fast Track" Initiative.

II. AUTHORITY

This IA is executed under authority of the Economy in Government Act, 31 U.S.C. 1535. The placement of all orders for services under this agreement shall comply with Federal Acquisition Regulation Subpart 17-5 Interagency Acquisitions Under the Economy Act, and Department of Defense Federal Acquisition Regulation Supplement (DFARS), Subpart 217.5, Interagency Acquisitions under the Economy Act.

III. ATTACHMENTS

The following attached documents are considered part of the IA.

Attachment A - General Statement of Work

Attachment B - General Provisions.

Attachment C - Special Provisions.

IV. SCOPE OF WORK

The work will be performed within the framework of the General Statement of Work contained in Attachment A, and in accordance with specific Task orders to be executed pursuant to this IA. Nothing in this IA shall be con-

strued to require the DOE/METC to use the DA or to require the DA to provide any goods or services to the DOE/METC, except as may be set forth in Task Orders. The IA controls in the event of a conflict between the IA and a Task order.

V. TASK ORDERS

Task Orders will be issued under this IA to identify specific work requirements including both scope and schedule and to obligate funds. Task Orders from DOE/METC to the DA will be issued on DOE Form 1270.1 (Interagency Agreement - Face Page). These documents also will serve to confirm agreement, understanding, and acceptance of the specific work requirements. No work under this agreement will commence until a properly executed Task Order is made available to the DA and funds are obligated to cover expenses anticipated for the initial period of performance. Funding under the individual task orders may include an annual amount of management and support (M&S) funding for Headquarters management, oversight, and other assistance. All Task Orders shall comply with the requirements of the Economy Act.

VI. TASK ORDERING PROCEDURES

- A. DOE/METC shall identify work requirements and issue a request for a Task Order proposal to DA. Upon receipt of such a request, the DA will provide a Management Plan (described at Attachment C), which shall include an estimate of costs and schedule, or decline to perform the work. Work under this IA will begin only after cost and schedule determinations are concluded between the parties, issuance of a Task Order by DOE/METC's Authorized Official, and acceptance of the Task Order by the DA's Authorized Official. The Authorized Official for the DOE/METC is the Contracting Officer and for the DA, the Program Director. DOE/METC shall be responsible for all actual costs incurred by the DA in the preparation and execution of all Task Order proposals.
- B. As an alternate to the above procedure, the DOE/METC's Authorized Official may, under circumstances of extraordinary urgency, unilaterally issue a Task Order without first issuing a request for task proposal. The DA's Authorized Official, upon receipt of such a Task Order, may accept such Task Order and immediately commence work. Within thirty (30) calendar days after receipt of such a Task Order, DA shall submit a Management Plan to the DOE/METC's Authorized Official which is subject to review, discussion, and subsequent resubmittal. The DA shall neither incur costs in excess of the amount specified in any Task Order issued pursuant to this paragraph nor perform beyond the

initial thirty (30) calendar day period without written authorization of the DOE/METC's Authorized Official.

VII. DELIVERABLES/REPORTS/DUE DATES

- A. This IA will become effective at the time of signing by both parties and shall remain in effect until amended, modified, or terminated as provided in Article XIII.
- B. Task Orders issued by DOE/METC under this IA shall establish the specific work requirements, reporting requirements, report approval procedures, as well as periods of performance. Task Orders will be accomplished by the DA in accordance with the DOE/METC's internal guidelines.

VIII. PROGRAM OFFICERS/OFFICIALS

The following individuals will serve as Program Officers/Officials for the purpose of this IA:

- A. Signatories of this document are identified in Blocks No. 9 and 10 of the face page and are the only individuals authorized to change this IA.
- B. Officials authorized to carry out work undertaken pursuant to the IA and to authorize individual task orders are identified in Blocks 10 and 7 of the face page and are:
 - (1) DOE Contracting Officer.
 - (2) DA Program Director.
- C. The terms, conditions, or scope of work of Task Orders may only be changed if agreed to by the DOE Contracting Officer and the DA Program Director.
- D. The work performed under this agreement is subject to management/monitoring by:
 - (1) DOE Program Manager to be assigned by the DOE Contracting Officer.
 - (2) DA Project Manager to be assigned by the DA Program Director.

The DOE Program Manager and the DA Project Manager (or designated representative) will be responsible for coordinating with the other organization in administering the technical aspects of this agreement. The DOE Program

Manager and the DA Project Manager do not have the authority to make any changes to terms, conditions, or work scope of any Task Order issued under this agreement; any proposal for such changes shall be referred to the DOE Contracting Officer and the DA Program Director for action.

IX. OBLIGATION OF FUNDS

DOE/METC will provide clear definition of funding arrangements/requirements for each work item under the General Statement of Work, Attachment A hereto. The funding arrangements/requirements will be specifically defined in the individual Task Orders. Funds will be obligated to each Task Order and approved in accordance with Attachment B, "General Provisions," paragraph C.

The DOE/METC shall pay all costs associated with the DA's provision of goods or services under this Master Inter-agency Agreement. The DOE/METC shall finance work under this IA on a reimbursable basis. Funds shall be obligated by DOE/METC in advance of financial obligations incurred by the DA for work requested. The DA shall bill the DOE/METC monthly for costs incurred using Standard Form (SF) 1080, Voucher for Transfers Between Appropriations and/or Funds, and the DOE/METC shall reimburse the DA within 30 days of receipt of a SF 1080. The DA shall reference the appropriate Task Order number and IA number on the SF 1080.

If the DA forecasts its actual costs under a Task Order to exceed the amount of funds available under that Task Order, it shall promptly notify DOE/METC of the amount of additional funds necessary to complete the work under that Task Order. The DOE/METC shall either provide the additional funds to the DA under an amended Task Order, or require that the scope of the work be limited to that which can be paid for by the then-available funds, or direct termination of the work under that Task Order.

Within 90 days of completing the work under a Task Order, the DA shall conduct an accounting to determine the actual costs of the work. Within 90 days of completion of this accounting, the DA shall return to the DOE/METC any funds advanced in excess of the actual costs as then known, unless there are unsettled claims or anticipated change orders, or the DOE/METC shall, subject to available appropriations, provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit the DOE/METC duty to pay for any costs, such as contract claims or other liabilities, which may become known after the final accounting.

X. PAYMENTS

Payments will be made on the basis of actual costs incurred. Costs incurred on each Task Order may be invoiced on a single invoice, but each Task Order's charges shall be broken out separately in appropriate detail as specified by DOE/METC in accordance with the provisions of Attachment B hereto, and otherwise may be set forth in each Task Order.

XI. PROCUREMENT POLICY

A portion of the work performed under this IA may be contracted with non-agency sources to supplement and support existing expertise.

- A. The DA may contract for portions of the work defined in a Task Order. The DA shall encourage competition and award contracts in accordance with the Federal Acquisition Regulation (FAR) as implemented by the Department of Defense Supplement to the FAR and the DA's policies and procedures descending from these regulations. The DA shall make any determinations and findings required by law or regulation and shall be responsible for contract management.
- B. The DA may solicit and accept support for portions of work defined by Task Orders from other offices within its agency. In doing so, the DA shall be responsible for coordination and management of work performed under such arrangement.
- C. All contracts and intra-departmental agreements entered into by the DA under this IA will be coordinated with DOE/METC. Additionally, the DOE/METC Authorized Program Manager may participate upon request by the DA Contracting officer in the solicitation and evaluation of any bid or proposal for such work pursuant to this IA.

XII. AMENDMENT, MODIFICATION, OR TERMINATION

This IA may be modified or amended by mutually written agreement between the signatories to this IA and may be terminated in accordance with Attachment B, "General Provisions," paragraph E.

XIII. RESPONSIBILITY FOR WORK

The DA is responsible for accomplishing all tasks issued under this IA in accordance with applicable law. If there is a failure by the DA to comply with applicable law resulting in liability imposed on the United States, the DOE/METC is responsible for providing the funds necessary to discharge liabilities and the DA will accept non-fiscal responsibility for its actions and will support the DOE/METC requests for additional appropriations as may be required by such failure. The DA shall use its best efforts to provide goods or services either by contract or by in-house effort. The DOE/METC shall obtain for the DA access to all work sites and support facilities, and shall perform all coordination with and obtain, if necessary, any permits from federal, state, and local agencies, as necessary during the execution of each Task Order.

XIV. APPLICABLE LAWS

This IA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all contract work undertaken by the DA shall be governed by DA policies and procedures.

XV. MANIFESTS AND RELATED DOCUMENTS

DA personnel are authorized to execute all manifests and related documents, federal and state, on behalf of the DOE/METC that pertain to work performed under this IA by the DA or its contractors. DA personnel shall annotate the manifests and related documents with the phrase "On behalf of the Department of Energy's Morgantown Energy Technology Center." If applicable state regulations do not permit the DA to sign such documents on behalf of DOE/METC, the DA shall contact the DOE/METC Program Manager for specific guidance. Upon physical completion of work under a Task Order, the DA shall forward manifests and related documents to the DOE/METC. The DA shall retain contract-related documents.

XVI. CONTRACT CLAIMS AND DISPUTES

All claims and disputes by contractors arising under or relating to contracts awarded by the DA shall be resolved in accordance with Federal law and the terms of the individual contract. The DA shall have dispute resolution authority for these claims. Any contracting officer's

final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. 601-613). The U.S. Army Corps of Engineers Board of Contract Appeals ("ENG BCA") is designated as the appropriate board of contract appeals. In lieu of appealing to the ENG BCA, the contractor may bring an action directly to the United States Court of Federal claims.

The DA shall be responsible for handling all litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. The DA shall notify the DOE/METC of any such litigation and afford the DOE/METC an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations.

XVII. DISPUTE RESOLUTION

The parties agree that, in the event of a dispute between the parties, the DOE/METC and the DA shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail to resolve the dispute, they shall refer it for resolution to the Office of Management and Budget or such other entity as may be appropriate.

XVIII. LIABILITY

If liability of any kind is imposed on the United States relating to the DA's provision of goods or for its actions, the DOE/METC shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability, and all related costs.

XIX. PUBLIC INFORMATION

Justification and explanation of the DOE/METC's programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of the DOE/METC. The DA may provide, upon request, any assistance necessary to support the DOE/METC justification or explanations of the DOE/METC's programs conducted under this IA. In general, the DOE/METC is responsible for all public information. The DA may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and the administration process. The DOE/METC or the DA shall make its best efforts to give the other party advance notice before making any public statement regarding work

contemplated, undertaken, or completed pursuant to Task Orders under this IA.

XX. MISCELLANEOUS

A. Other Relationships or Obligations

This IA shall not affect any pre-existing or independent relationships or obligations between the DOE/METC and the DA.

B. Survival

The provisions of this IA which require performance after the expiration or termination of this IA shall remain in force notwithstanding the expiration or termination of this IA.

C. Severability

If any provision of this IA is determined to be unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

XXI. OFFICIALS NOT TO BENEFIT

No officer, employee, special Government employee, or agent of either party shall be admitted to any share or part of this IA or to any benefit that may arise therefrom. This provision shall not be construed to extend to either party contracting for its use or for the public's general benefit.

XXII. NOTICES

All notices, requests, and other communication required by this IA shall be deemed to have been duly given in writing and delivered by mail as follows.

If to the DOE/METC Contracting Officer:

G. William Bolyard
U.S. Department of Energy
Morgantown Energy Technology Center
3610 Collins Ferry Road
Morgantown, WV 26507-0880

If to the DA Program Director:

U.S. Army Corps of Engineers
Attn: Rhea L. Cohen (CEMP-RO)
Room 2219 Pulaski Building
20 Massachusetts Avenue, N.W.
Washington, DC 20314-1000

XXIII. EFFECTIVE DATES

This IA shall become effective when signed by both the DOE/METC and the DA.

Attachment A
STATEMENT OF WORK

Engineering, Construction, and Technical Support Services
To be performed by the
U.S. Department of the Army (DA)
Corps of Engineers (COE)

Scope

The Department of the Army (DA), Corps of Engineers (COE), shall furnish personnel, materials, and services necessary to provide technical support to DOE/METC's program for demonstration of advanced environmental technologies. Because overlapping windows of opportunity will need to exist between DA or DOE host sites and DOE/METC funding elements, a responsive, streamlined process of engagement equivalent to the "Fast Track" Initiative of the Environmental Restoration Division of the Corps of Engineers will be used.

Task Area 1 -- Management and Oversight

Provide technical support to DOE/METC by managing and monitoring all phases of the Fast Track Initiative (Task Areas 2-5 below). This effort may include, but is not limited to:

- 1.1 Coordinating and monitoring the development of project proposals as negotiated between DA or DOE host sites and DOE/METC funding elements such as the EM Focus Areas (Task Area 2).
- 1.2 Coordinating and monitoring the implementation of projects with respect to site preparation (Task Area 3), project execution (Task Area 4), and special services (Task Area 5).
- 1.3 Reporting on the status of the overall program, with project definition and project implementation tasks being broken out separately to an appropriate level of detail, on a monthly basis to the DOE/METC Program Manager, using standard reporting formats.
- 1.4 Other activities related to the support of this agreement, such as allocation of full-time equivalent (FTE) staffing, communications, travel, and participation in meetings and conferences.

Task Area 2 -- Project Definition

Provide technical support to DOE/METC in matching suitable demonstration sites under the purview of the DA or DOE with appropriate advanced technologies in need of demonstration or engineering development under the purview of DOE/METC. This effort may include, but is not limited to:

- 2.1 Surveying existing sites to establish the location and scheduling of ongoing or future environmental management actions.
- 2.2 Evaluating site needs in relation to DOE/METC's advanced technologies, with particular emphasis on those technologies whose commercialization depends upon field demonstrations.
- 2.3 Developing project proposals and subsequently negotiating to define projects that meet the needs and requirements of DA or DOE host sites and DOE/METC funding elements such as the EM Focus Groups.
- 2.4 Facilitating agreements between DA and DOE for cost-sharing and in-kind contributions to carry out projects under this agreement.
- 2.5 Identifying potential savings of time and cost for projects under this agreement.

Task Area 3 -- Site Development

Assist DOE/METC in developing and satisfying criteria for the demonstration project's site selection process. This effort may include, but is not limited to:

- 3.1 Establishing the engineering, administrative, safety, and other specific requirements to be satisfied before a demonstration project can be constructed on a designated site.
- 3.2 Defining and undertaking activities to most effectively meet the requirements established in 3.1.
- 3.3 Providing field representatives at the selected site during the planning, design, and construction of demonstration projects.

Task Area 4 -- Project Execution

Implement the demonstration project and/or undertake the appropriate levels of project management, including the evaluation of engineering designs and monitoring of construction and operation. This effort may include, but is not limited to:

- 4.1 Reviewing designs for projects to ensure that design drawings and specifications are complete and sound, and that

design objectives are met. The DA may coordinate and participate in design review meetings.

- 4.2 Monitoring the progress of construction activities to ensure that construction is conducted according to the approved design, specifications, schedule, and cost constraints. The DA may coordinate and participate in construction review meetings.
- 4.3 Reviewing demonstration test plans, including protocols for sampling, analysis, and reporting, to ensure data validation and quality control/quality assurance. The DA may coordinate and participate in operations review meetings.
- 4.4 Performing short-term reviews and analyses of projects. Typical activities may include independent cost evaluations, subsystem performance assessment, and operational data analysis.
- 4.5 Preparing final reports on each demonstration project executed, and developing or reviewing summary reports on the cost and performance of the relevant advanced technologies.

Task Area 5 -- Special Services

Provide special services available through the COE, for direct support of site preparation (Task Area 3) or project execution (Task Area 4). These services may include, but are not limited to:

- 5.1 Conducting real estate services such as title searches and establishment of rights-of-way for access to sites.
- 5.2 Training of operators for operating special equipment and handling hazardous, toxic, and radioactive waste (HTRW).

Deliverables

Each task order shall define deliverable requirements in addition to any delineated in the Master Interagency Agreement.

Attachment B

GENERAL PROVISIONS

A. DEFINITIONS

For purposes of this IA, "DOE" means the United States Department of Energy or any duly authorized representative thereof, and "DA" means the U.S. Department of the Army, Corps of Engineers or any duly authorized representative thereof. Within the context of this IA, either party may become a performing entity, depending upon the work requirements defined in individual Task Orders.

B. COSTS CHARGEABLE TO DOE FUNDS

Costs chargeable to DOE funds are the costs that are attributable to the performance of a Task Order under this IA within which DOE assumes financial responsibility. Examples of such costs are salaries, wages, indirects (fringe benefits and overhead), technical services, materials, travel and transportation, communications, facilities, and equipment. Expected costs will be reviewed and approved during negotiation of specific Task Orders.

C. FINANCING

The DOE may finance work under this IA on a reimbursable basis. Funds will be obligated in advance of incurring any financial obligation for work requested. Vouchers for payment will be submitted on a Standard Form 1080 and supported by a statement of cost.

D. ACCOUNTING RECORDS

The DA shall accumulate and account for obligations and costs incurred in connection with work being performed under this IA in accordance with accounting practices in standard use within its agency.

E. TERMINATION

This IA may be terminated by mutual agreement of the DOE and the DA or by either party upon ninety (90) days written notice of such termination to the other. DOE may terminate individual Task Orders issued to the DA upon sixty (60) days written notice of such termination to the DA. In the event of such termination, the DA shall be reimbursed for obligations actually incurred to the effective date of termination, all costs for contract settlement, contract claims, USACE overhead, and for commitments extending

beyond the effective date of termination which the DA, in the exercise of due diligence, is unable to cancel. The DA shall provide timely cooperation to the DOE in transferring and/or terminating all on-going contracts and activities prior to the effective date of termination. Payments under a Task Order, including payments under this article, shall be subject to availability of DOE funding.

F. INVENTIONS AND PATENTS

It is the policy of DOE to make the results of any research, development, or demonstration work under this IA available to the public, consistent with applicable laws and regulations. DOE has specific statutory patent policy applicable to these matters, and therefore ordinarily, DOE patent policy shall apply. All patent and technical data matters which may arise under this IA, and any related contracts or subcontracts, shall be coordinated between the DA and the DOE patent counsel. Rights to inventions made by employees of either agency shall be determined by respective agency policy.

G. ENVIRONMENTAL SAFETY AND HEALTH REQUIREMENTS

The DOE will not assume responsibility for prescribing and/or enforcing environmental safety and health requirements for operators of any DA or third-party facilities engaged in the performance of DOE work.

H. SECURITY OF RESTRICTED DATA.

- (1) CONTRACTING AGENCY'S DUTY TO SAFEGUARD RESTRICTED DATA, FORMERLY RESTRICTED DATA, AND OTHER CLASSIFIED INFORMATION. The agency shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding restricted data, formerly restricted data, and other classified information, and protecting against sabotage, espionage, loss, and theft of the classified documents and material in the agency's possession in connection with the performance of work under this agreement.

Except as otherwise expressly provided in this agreement, the agency shall upon completion or termination of this agreement, transmit to DOE any classified matter in the possession of the agency or any person under the agency's control in connection with performance of this agreement. If retention by the agency of any classified matter is required after the completion or termination of the agreement and such retention is approved by the DOE, the agency will complete a certificate of possession to be furnished to DOE speci-

fyng the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter, and the period of retention, if known. If the retention is approved by the DOE, the security provisions of the agreement will continue to apply to the matter retained.

- (2) REGULATIONS. The agency agrees to conform to all security regulations and requirements of DOE.
- (3) DEFINITION OF RESTRICTED DATA. The term "restricted data," as used in this clause, means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the restricted data category pursuant to Section 142 of the Atomic Energy Act of 1954.
- (4) DEFINITION OF FORMERLY RESTRICTED DATA. The term "formerly restricted data," as used in this clause, means all data removed from the restricted data category under Section 142d of the Atomic Energy Act of 1954, as amended.
- (5) SECURITY CLEARANCE OF PERSONNEL. The agency shall not permit any individual to have access to restricted data, formerly restricted data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the DOE's regulations or requirements which apply to the particular type or category of classified information to which access is required.
- (6) CRIMINAL LIABILITY. It is understood that disclosures of restricted data, formerly restricted data, or other classified material relating to the work or services hereunder to any person not entitled to receive it, or failure to safeguard any restricted data, formerly restricted data, or other classified material that control in connection with the work under this agreement, may subject any representatives of the agency, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2100 et seq., 18 U.S.C. 793 and 794, and Executive Order 11652.)
- (7) CONTRACTS AND PURCHASE ORDERS. Except as otherwise authorized in writing by DOE, the agency shall insert provisions similar to the foregoing in all contracts and purchase orders under this agreement.

- (8) SECURITY REQUIREMENTS FOR PROPRIETARY ENERGY DATA. The agency shall safeguard DOE limited official use of information, or other proprietary or sensitive data (including material relating to patents), from unauthorized access, disclosure, modification, or destruction in accordance with applicable DOE security regulations, orders, and directives.
- (9) COMPUTER SECURITY REQUIREMENTS. In the event that this agreement involves utilization of a DOE computer system, the agency will establish administrative, technical, and physical security procedures in accordance with DOE regulations to ensure against access to DOE information to individuals not formally authorized by DOE to possess such information.
- I. CLASSIFICATION. In the performance of the work under this agreement, the agency shall assign or obtain classifications to all documents, material, and equipment originated or generated by the agency in accordance with classification guidance furnished to the agency by the DOE. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, or equipment shall include a provision to the effect that in the performance of such subcontract or purchase order, the subcontractor or supplier shall assign classifications to all such documents, material, and equipment in accordance with classification guidance furnished to such subcontractor or supplier by the agency.

Attachment C

SPECIAL PROVISIONS

A. MANAGEMENT PLAN AND REPORTS

(1) MANAGEMENT PLAN

A "Management Plan," which describes the U.S. Department of Army, Corps of Engineers (DA's) approach to executing the effort and producing the products identified in the Task Orders pursuant to this IA, as well as the technical, schedule, cost, and financial management control systems to be used to manage that performance, will be developed for each Task Order. The content and level of detail in the Management Plan must be sufficiently comprehensive to describe the planned execution, management, and desired results of the work. This Plan is required one-time after the receipt of the Task Order request, and updated if there are major changes in the execution of the task. Existing materials may be attached as appropriate. The plan should include but not be limited to:

- (a) A brief consolidated executive summary permitting general management to quickly comprehend the most significant components of the plan. This summary should be sufficient to present a comprehensive overview of the project and should stress the logical interrelationships among the significant planned components.
- (b) An overall description of planned accomplishments, including technical, schedule, cost, and financial results, and how they interrelate.

(2) TECHNICAL PROGRESS REPORT

Technical Progress Reports will be prepared and submitted periodically in accordance with the requirements of each Task Order. Reports will contain a summary of the work performed during a specific reporting period and include the technical and scientific results (both positive and negative) of that period. If a draft Technical Progress Report is required, the U.S. Department of Energy, Morgantown Energy Technology Center (DOE/METC), will review the draft report and provide their comments within 30 days after receipt of the draft report. The report will be resubmitted in final form within 30 days after receipt of DOE/METC's comments.

(3) ANNUAL TECHNICAL STATUS REPORTS

The Annual Technical Status Report will include all Task Order's status and accomplishments. This report will describe all technical accounts of the total work performed under each Task Order. The report will describe the results achieved and the investigations undertaken, and include tabulations of data, figures, photographs, and bibliographic citations in support of the investigations undertaken. Where applicable, the report will summarize all technical progress reports. A draft copy of this report will be submitted to DOE/METC by 30 October of each year. DOE/METC shall be allowed thirty (30) days to review the draft copy and will notify the DA, in writing, of approval or recommended changes.

(4) COST MANAGEMENT REPORT

A "Cost Management Report" will be prepared and will contain actual cost status for the reporting and prior periods, and estimates of dollar costs for the remainder of the fiscal year and the balance of the effort. The report will be provided to DOE/METC periodically (at least quarterly) in a format acceptable to DOE/METC.

(5) MILESTONE SCHEDULE PLAN/STATUS REPORT

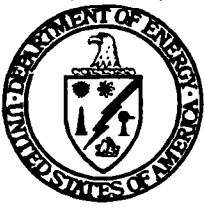
A "Milestone Schedule Plan/Status Report," in a format acceptable to DOE/METC, will serve as a dual purpose report to be used first as a baseline plan and then as a status report. Milestone Schedule Plan/Status Reports will be prepared and submitted as specified in each Task Order.

(a) MILESTONE SCHEDULE PLAN

The "Milestone Schedule Plan" will be prepared and submitted in accordance with each Task Order. The Plan will establish the time schedule for accomplishing the planned events and milestones for each reporting category identified in the Task Order. It will encompass each line item or task required by the Task Order. Standard symbols and charting conventions described on the reverse side of the form will be used to chart the intermediate events and milestones of each reporting category. A "Milestone Log," which is included as an attachment to the Milestone Schedule Plan/Status Report, will list intermediate events and critical milestones with the element code, descriptive name of the event or milestone, and the scheduled date of completion.

information to the DOE/METC under Task Orders pursuant to this IA, and to supply a copy of such IA to the DOE/METC. From time to time, upon request of the DOE/METC, the DA shall supply the DOE/METC with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the DOE/METC received such information.

- (4) This clause shall flow down to all contracts.



Department of Energy
Morgantown Energy Technology Center
P.O. Box 880
3610 Collins Ferry Road
Morgantown, West Virginia 26507-0880

May 24, 1996

MEMORANDUM FOR: Rodney A. Geisbrecht

FROM: METC/AAD

SUBJECT: Designation of Contracting Officer's Representative (COR) for
Master Interagency Agreement No. DE-AI21-96MC33111

Pursuant to my authority as Contracting Officer, effective May 24, 1996, you are designated to act as the Contracting Officer's Representative (COR) in relation to the technical management to be provided under the subject contract. This designation is personal to you and may not be delegated to others, and you are accordingly authorized to communicate directly with the Contracting Officer on matters pertaining to the contract. Informal correspondence is encouraged.

Contract Administration responsibilities for this contract have been assigned to Lisa A. Kuzniar. Ms. Kuzniar may be contacted at (304) 285-4242.

As a matter of practice, the COR shall prepare memoranda for the record (MFR) of significant meetings, trips, and telephone conversation relating to technical direction under this contract. Each MFR, other similar records, and all correspondence relating to the contract shall cite the contract number. A copy of all technical direction and correspondence shall be furnished to the Contracting Officer and to all other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data and business-sensitive information.

Your responsibilities as COR grow out of the provisions of the aforementioned contract, DEAR 901.603-72, DOE Order 4200.4A, and METC Procurement Procedure A-8. Your duties will include, but are not limited to, the following:

- a. **MONITOR TECHNICAL COMPLIANCE.** Ensure that the Contractor complies with all technical requirements of work defined in the Statement of Work, including reports, documentation, data, and approved plans. In this connection, you should:
 - (1) Inform the Contracting Officer in writing of any performance failure by the Contractor.
 - (2) Inform the Contracting Officer if you foresee that the contract will not be completed in accordance with the approved management/financial plan. Your written notice should include your recommendation for remedial action.

- (3) Ensure that the Government meets its contract obligations to the Contractor. This includes, but is not limited to, Government-furnished equipment and services called for in the contract, and timely Government comment on or approval of draft contract deliverables as may be required by the contract.
- (4) Inform the Contracting Officer in writing of any needed changes in the Statement of Work, either those originated by you or by the Contractor. A Procurement Request Package should be processed through channels to effect any changes in the Statement of Work.
- (5) Issue technical directions in accordance with the terms and conditions contained in the contract and within the approved Management Plan.

b. MONITOR THE TECHNICAL ADMINISTRATIVE AND FUND ASPECTS

- (1) Notify the Contracting Officer immediately of any indication that the cost to the Government for completing performance under the Management Plan will exceed the value of the contract.
- (2) Report any indication that costs are being incurred which are not appropriately chargeable to this contract.
- (3) Monitor travel performance under the contract to assure the necessity and duration thereof.
- (4) Perform a quality assurance review by certifying on each invoice that the contractor's performance and billing for the specified period is consistent with the requirements of the contract.

c. PROPERTY MANAGEMENT. Upon the Contracting Officer's request:

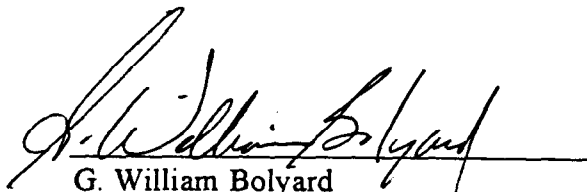
- (1) Review and comment on the Contractor's request for Government-furnished facilities, supplies, materials, and equipment and return the review results with recommendations to the Contracting Officer for action.
- (2) Review and comment on the Contractor's request for consent to subcontracts for supplies, materials, services, and equipment and forward the request to the Contracting Officer for action.

- (3) When Government property is involved, observe whether the property is being properly recorded, marked, segregated, maintained, and used for purposes provided and inform the Contracting Officer of the conditions noted.
- d. **RESOLVE TECHNICAL DIFFERENCES.** Assist the Contractor in interpreting technical requirements of the Statement of Work. All technical questions arising out of the contract which cannot be resolved without increasing costs, alterations, or changes to the Statement of Work or the approved Management Plan, or the incurrence of unresolvable differences should be reported in writing to the Contracting Officer. Such a report should contain the facts and recommendations pertinent to the questions at issue.
- e. **ASSIST IN THE CLOSEOUT OF THE CONTRACT.** Upon completion of the work:
 - (1) Forward to the Contracting Officer a written statement attesting to the Contractor's completion of technical performance under the contract, delivery and acceptance of all goods and services for which inspection and acceptance are herein delegated, and a statement as to the Contractor's quality of performance under the contract.
 - (2) Forward to the Contracting Officer all records and documents pertinent to the administration of the contract which were retained by you in your capacity as COR during the period of contract performance.
 - (3) Forward to the Contracting Officer a recommendation for disposition of Government property accountable under the contract.

In connection with the performance of all the above, you are **NOT**:

- a. Authorized to negotiate terms or to make any changes or commitments involving scope, price, terms, or conditions of the contract.
- b. Authorized to direct or redirect contract action. This can only be done by the Contracting Officer.

- c. Authorized to interfere with the Contractor's right to perform the terms and conditions of the contract.



G. William Bolyard
Contracting Officer

5/24/96
Date


Rodney A. Geisbrecht, COR

5/24/96
Date

NOTE TO CONTRACTOR: Sign one copy acknowledging receipt and forward to the Contracting Officer identified above.


~~DA-Contractor's~~ Authorized
Representative

6-27-96
Date